

Contract Agreement

THIS AGREEMENT entered into by and between Nikish Software Corp. ("Licensor"), a New York corporation having its principal offices in Commack, New York, and the undersigned customer ("Licensee") determines the rights and licenses granted to Licensee in the Licensed Software (hereinafter defined) supplied by the Licensor.

1. Definitions. As used in this agreement, the following definitions apply:

- (a) "Licensed Product" means collectively the Licensed Software and the Licensed Documentation.
- (b) "Licensed Software" or "Software" means the Licensor's software, selected by Licensee, in executable code only, as licensed under this Agreement.
- (c) "Licensed Documentation" means all the documentation, in printed or electronic form, that is related to the Licensed Software.
- (d) "Licensed Computers" mean only Licensee's computers from which the Licensed Software is Used.
- (e) "Use" means Licensee may install, use, access, run, or otherwise read the Software into and out of memory in accordance with the documentation and the license grant from Licensor.
- (f) "Effective Date" means the date of execution of this Agreement by Licensee and acceptance by an authorized representative of Licensor.

2. License grant.

- (a) Subject to the payment of the license fees and charges to Licensor, Licensor grants to Licensee a limited, non-exclusive, non-transferable license to Use the Licensed Product on the Licensed Computers during the Agreement's term. Licensee agrees that it has no right, power or authority to make any modifications to or unauthorized copies of the Licensed Product.
- (b) Licensee may make one copy (in machine-readable form only) of the Software solely for backup or disaster recovery purposes. Licensee must reproduce the copy without modification, including all copyright and other proprietary notices that are on the original copy.

3. License fees, charges and taxes.

- (a) Licensee shall pay Licensor's license fees and charges for the Licensed Product in effect at the time of Licensee's acceptance of this Agreement.
 - (b) The license fees and charges, taxes and other applicable charges are due and payable as follows: See attached Schedule "A".
 - (c) The license fees and charges include all applicable taxes. Personal property taxes, if any, shall be Licensee's sole and exclusive obligation.
- 4. Term. Unless otherwise terminated or cancelled as provided by this Agreement, the term shall commence on the Agreement's effective date and shall continue for one (1) year, to be renewed at Licensee's option, upon notice to Licensor and payment of the annual license fees and charges then in effect and under the Agreement's terms, for subsequent one (1) year terms unless and until terminated.
- 5. Protection of Licensed Product.
 - (a) Licensee acknowledges and agrees that the Licensed Product and all permitted copies are Licensor's exclusive property and a valuable trade secret of Licensor. Licensee may not disclose or make available to third parties the Licensed Product or any portion or any information from Licensor marked "confidential" without Licensor's prior written approval. Licensor reserves title to, ownership of, and all proprietary rights to the Licensed Product, as well as any related work product and major or minor releases of the Software, if any. Licensee shall promptly and in good faith take all action reasonably necessary, advisable, or requested by Licensor to assure compliance with this Paragraph 5 by all employees and agents of Licensee.
 - (b) Upon reasonable notice during the Agreement's term and within six (6) months after termination or expiration of the Agreement, Licensor may arrange for the inspection and review of Licensee's computer systems to assure compliance with all terms and provisions of this Agreement during Licensee's normal business hours and in such a manner as not to interfere unreasonably with Licensee's operations. In the event audit discloses that the number of permitted copies has been exceeded, Licensee shall promptly pay to Licensor the appropriate license fees.
- 6. Prohibited Uses. Licensee shall not:
 - (a) Modify, translate, reverse engineer, decompile, disassemble, reduce the Software to a humanly perceivable form, or create derivative works based upon the Licensed Product, or cause another to do so, except to the extent expressly permitted by applicable law despite this limitation;
 - (b) Remove any proprietary notices, labels, copyright marks, or trademarks on the Licensed Product;

(c) Modify, adapt, rent, lease, commercially host, sublicense, redistribute, or loan the Software.

7. Delivery.

(a) The licensed Product shall be delivered as follows: See attached Schedule "B".

8. Support services and updates.

(a) Licensors shall provide Licensee with all corrections, revisions, patches, service packs, updates and subsequent releases of the Licensed Product made available by Licensors to other licensees of the Licensed Software for the period of one (1) year. The maintenance period can be renewed annually upon payment of the maintenance fees for that year. Either party may elect not to renew maintenance services by terminating maintenance in writing, in which case Licensors will no longer be responsible for providing maintenance.

(b) During the Agreement's term, Licensors shall provide support services to attempt to correct any error, malfunction or defect in the Software's functionality or provide an alternative process, provided that Licensee gives Licensors prompt notice of the problem and sufficient information to either diagnose or recreate such problems. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, will be corrected promptly upon notification.

(c) Maintenance and support charges shall be paid as follows: See attached Schedule "C".

9. Warranty.

(a) Licensors warrants that:

(1) Under normal Use and service, the media on which the Software is delivered shall be free from defects in material and workmanship, and

(2) The Licensed Product will meet the Licensors' then published specifications, and

(3) That the Licensed Product shall be delivered free of the rightful claim of any third person of infringement or misappropriation.

(b) If the Licensed Product fails to meet the media warranty of Paragraph 9(a)(1) and Licensee gives Licensors written notice during the period of sixty (60) days after delivery, Licensors shall replace such media. If the Licensed Product fails to meet the warranty of Paragraph 9(a)(2) and Licensee gives Licensors written notice, Licensors shall correct the failure, provided that Licensee gives Licensors detailed information regarding such failure. If the Licensed Product fails to meet the

warranty of Paragraph 9(a)(3) and Licensee gives Licensor written notice, Licensor shall either correct the failure, or shall indemnify Licensee according to Paragraph 10.

- (c) The warranty provisions of this Paragraph 9 do not apply if the Software has been subject to modification by other than Licensor or on Licensor's instruction, has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Licensor, is subject to accident or abuse, or is used in ultra hazardous activities.
- (d) Licensor warrants that the Software will contain reasonable security and privacy safeguards, and will be date compliant. The duration of this warranty and remedies available to the Licensee for breach of this warranty shall be limited to repair or replacement of the Software where such non-compliance is discovered and made known to Licensor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies Licensee may otherwise have under this Agreement with respect to other defects.
- (e) Nikish further warrants that the System will be in compliance with the New State Certification requirements published by DLGF in December 2006, by December, 2008. Nikish will refund the license fee to the County if it does not receive certification based on the December 2006 DLGF Tax certification requirements.

10. Proprietary rights indemnity.

- (a) Licensor shall defend or settle, at its own expense, any claim brought against Licensee that the Use of the Licensed Product infringes any United States patent, copyright, trade secret, or other proprietary right. Licensor shall indemnify and hold Licensee harmless against any resulting final judgment, including reasonable attorney's fees, that may be awarded by a court of final jurisdiction against Licensee. Licensee shall give Licensor written notice of such claim and provide Licensor with all reasonable cooperation and information in Licensee's possession.
- (b) If a claim is made that the Use of the Licensed Product infringes any United States patent, copyright, trade secret or other proprietary right or if Licensor believes that a likelihood of such claim exists, Licensor shall, at Licensor's sole discretion, either procure for Licensee the right to continue to Use the Licensed Product, modify it to make it non-infringing but continue to meet the specifications therefore, or replace it with non-infringing software of like functionality that meets the specifications for the Licensed Product. If none of the foregoing is commercially reasonable for Licensor, Licensor may terminate or cancel this Agreement and require that Licensee destroy all copies of the Licensed Product and remove the Software from any temporary RAM and permanent memory.

- (c) Licensor shall have no liability to Licensee for any claim of infringement pursuant to this section if such claim is based on:
 - (1) Combination of the Licensed Product with data or other software devices not supplied by Licensor; or
 - (2) Modifications made to the Licensed Product.
- (d) The foregoing sets forth the Licensor's entire liability to Licensee for the infringement of proprietary rights by the Licensed Product or any portion thereof.
- (e) Licensee agrees to indemnify, defend and hold Licensor and its representatives, owners and affiliated entities harmless from any liability, loss, claim or expense, including reasonable attorney's fees, related to any violation of this Agreement or use of the Licensed Product by Licensee or by any person or entity affiliated with Licensee.

11. Termination/cancellation.

Licensee's rights under this Agreement will terminate automatically without notice from Licensor if Licensee fails to comply with any term(s) of this Agreement and fails to cure such breach within thirty (30) days of becoming aware of the breach. Upon termination of this Agreement, Licensee shall cease all Use of the Licensed Product and destroy all copies, full or partial, of the Software including any installations in temporary and permanent memory.

12. Limitation of liability.

In no event shall either party be liable to the other for any indirect, special, incidental or consequential damages of any kind, regardless of the form of the action, arising out of or related to this License Agreement or the performance or breach thereof.

13. General.

- (a) Any claim arising out of or related to this Agreement must be brought no later than 6 months after it has accrued.
- (b) This Agreement is the sole agreement between the parties relating to the subject matter and supersedes all prior understandings, writings, proposals, representations, or communications, written or oral, of either party. Only a writing executed by the authorized representatives of both parties may amend this Agreement.
- (c) Assignability. This Agreement and the licenses granted hereunder may not be transferred or assigned by Licensee without prior written consent of Licensor.

- (d) Severability and Survivability. Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intention of the parties and all other portions of this Agreement remain in full force and effect. In the event of any expiration, termination or cancellation of this Agreement, provisions that are intended to continue and survive shall do so.
- (e) This Agreement is binding upon the Licensor's and Licensee's successors and assigns.
- (f) Failure of either party to enforce any provision of this Agreement will not be deemed a waiver of the provision or the right to enforce that provision.
- (g) This Agreement shall be interpreted in accordance with the law of the State of Indiana.
- (h) During the Agreement's term, Licensee agrees to regularly back-up its Licensed Computer on a separate media. Licensee acknowledges that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Licensed Products or the provision of services under the Agreement.

"LICENSEE"

OWEN COUNTY, INDIANA

By: _____

Title: _____

Date: _____

"LICENSOR"

NIKISH SOFTWARE CORP.

By: _____
Kishin Bharwani

Title: President/CEO

Date: _____

Appendix A Software Maintenance and Support Agreement

This Software Maintenance and Support Agreement (the "Agreement") is made this ____ day of _____, 2007 (the "Effective Date"), between Nikish Software Corp., whose principal office address is 145 Commack Road, Commack, NY 11725 ("NIKISH") and OWEN COUNTY, INDIANA, whose principal office address is 60 S. Main St., Spencer IN 47460 ("Client").

Definitions.

"Future Version" means a new version of the Software that provides major enhancements or significant new features.

"Maintenance Release" or "Upgrades" means a new release of the Software provided by NIKISH to incorporate error corrections or enhance modestly the existing capabilities of the Software.

"Maintenance Services" means the maintenance and support services described in Section 4 below.

"Software" means the computer program(s) generally known as Nikish RMS 2.0, a Property Tax & Revenue Management system, licensed under a separate Software License Agreement between NIKISH and Client.

1. **Term.** This Agreement commences on the Effective Date and will continue for an initial period of one year (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one year periods (the "Renewal Term(s)"), unless and until terminated by the Client or NIKISH. Either party may terminate this Agreement, effective as of the end of the Initial Term or any Renewal Term, by giving the other party written notice of termination at least 30 days prior to the end of the then current term.

2. Fees.

- a) The annual fees and charges for Maintenance Services (the "Maintenance Fee(s)") shall be due and payable by the Client to NIKISH upon acceptance of this Agreement by NIKISH. The Maintenance Fee is set forth on Exhibit A to this Agreement. NIKISH shall invoice and Client shall pay for Maintenance Services provided under this Agreement annually in advance.
- b) NIKISH may increase the annual Maintenance Fee effective as of the beginning of any Renewal Term, provided that NIKISH has given the Client 60 days advance written notice of such increase. Approximately 60 days prior to the commencement of each Renewal Term, NIKISH will issue an invoice for the annual Maintenance Fee payable by Client for such Renewal Term, and the Client shall pay the invoice within 30 days after receipt.

- c) Increases in annual fees for Maintenance Services and the hourly rate under which Additional Services (as described in Section 5 below), past the time covered in Appendix A, shall be limited to the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index U.S. City Average, Standard Reference Base Period Index (or replacement of such index), applied in each case to the rate for Maintenance Services payable for the immediately previous calendar year. All price increases shall be calculated on an annual basis by the difference in the CPI using the last published index compared to the index from the prior year.
- d) NIKISH will support the current version of the Software and the two prior versions. If Client elects not to purchase Future Versions of the Software, NIKISH will continue to support the prior versions as stated in the foregoing sentence, provided Client pays the annual Maintenance Fee. If Client discontinues paying the Maintenance Fee, Client may reinstate Maintenance Services by paying all back Maintenance Fees for the time period during which Client discontinued Maintenance Services and Maintenance Fees for the upcoming year, and NIKISH will provide all Maintenance Releases to bring Client current in its use of the Software. If NIKISH has released a Future Version(s) of the Software in the interim, Client may purchase a license for the Future Version(s) at the applicable license fee and pay Maintenance Fees for the upcoming year in order to reinstate Maintenance Services. Additionally, NIKISH reserves the right to charge the Client a reinstatement fee if the Client does not continuously maintain a Maintenance and Support Agreement in effect.

3. Taxes. The Maintenance Fee and other fees and charges under this Agreement do not include sales, use, or similar taxes. Client will pay any and all taxes or duties levied against the Maintenance Services or other fees and charges under this Agreement that may be due or assessed by any taxing authority, state, federal, or otherwise, with respect to this Agreement, except for taxes on the income of NIKISH.

4. Maintenance and Support Services. Maintenance Services provided under this Agreement are provided only to Clients who maintain an Nikish RMS 2.0 Software License Agreement in effect with NIKISH for the duration of this Agreement.

NIKISH will make the following Maintenance Services available to the Client:

- a) *Technical Support.* NIKISH shall provide telephone, fax, and e-mail support to the Client on business days during the hours of 8:00 AM to 5:00 PM Eastern Time to assist the Client in the installation, configuration, and use of the Software. Technical Support is available at other times as an Additional Service at the fees noted in Section 5.
- b) *Problem Resolution.* NIKISH shall use reasonable efforts to correct in a timely manner (by providing a workaround or a correction in an Upgrade), any reproducible Software defects reported by the Client. The foregoing notwithstanding, the Client understands and agrees that NIKISH may not correct all reported software defects.
- c) *Upgrades.* NIKISH shall make corrections to Software defects and enhancements available at no additional charge to the Client, if and when NIKISH makes them

generally available to its Client base, and the Client shall have the right to install and use them under the terms of the Nikish RMS 2.0 Software License Agreement.

Upon NIKISH's request, the Client will provide NIKISH remote access to the Client's computer systems as reasonably required for NIKISH to perform the Maintenance Services and its other obligations under this Agreement. NIKISH will conduct such remote access pursuant to Client's remote network access policies. NIKISH is not responsible for failing to timely respond if Client's restrictions regarding remote access prohibit NIKISH from timely performance.

5. Maintenance and Support Services Limitations.

The Maintenance Services provided under this Agreement do not include the following Additional Services:

- a) Onsite training;
- b) Visits to the Client's site;
- c) Electrical, mechanical, or other work with hardware, accessories or other devices associated with the use of the Software;
- d) Requests to enhance the Software;
- e) Work with third party software including, without limitation, any assistance with integrating the Software with the Client's legacy systems, or any operating systems software;
- f) Support of application development issues utilizing Application Programming Interfaces (API) including COM, ASP, .NET, XML, Java, JavaScript, Visual Basic.
- g) Resolving issues resulting from misuse of the Software;
- h) Resolving issues resulting from modifications to the Software made by a party other than NIKISH;
- i) Resolving issues resulting from running the Software on a hardware / software platform not recommended by NIKISH;
- j) Resolving issues resulting from the Client failing to implement problem resolutions and Upgrades made available by NIKISH;
- k) Modifications required by governmental regulation or governmental authority;
- l) User education and training;
- m) Errors and problems from not maintaining adequate back-up.

These Additional Services may be requested by Client and, if NIKISH elects to provide such Additional Services, they will be provided at the rate of \$125 per hour plus travel and per diem expenses from offices to the Client site, or at a lump sum fee proposed by NIKISH and agreed to by Client.

6. Client Responsibilities. Client agrees to promptly implement all Maintenance Releases provided by NIKISH. Client shall appoint four individuals within Client's organization who are knowledgeable in the operation of the Software to serve as primary contacts between Client and NIKISH. All of Client's support inquiries shall be initiated through these designated individuals.

7. Warranty. NIKISH warrants that all Maintenance Services performed under this Agreement shall be performed in a professional and workmanlike manner consistent with professional standards practiced among those firms within NIKISH's and its subcontractors' industries, doing the same or similar work under the same or similar circumstances.

8. Disclaimer of Warranties.

NIKISH HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE SOFTWARE OR MAINTENANCE SERVICES. WITHOUT LIMITING THE FOREGOING, NIKISH DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS.

9. Disclaimer of Certain Damages.

IN NO EVENT WILL NIKISH BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SOFTWARE OR MAINTENANCE SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE OR MAINTENANCE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF NIKISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Limitation of Liability.

NIKISH'S LIABILITY ARISING OUT OF OR RELATING TO THE MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE OR OTHERWISE UNDER OR IN CONNECTION WITH THE MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE SOFTWARE IS LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR MAINTENANCE SERVICE PROVIDED UNDER THIS AGREEMENT REGARDLESS OF THE AMOUNT OF DAMAGES THE CLIENT MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. CLIENT ACKNOWLEDGES THAT NIKISH HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. The foregoing disclaimer of warranties, disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law.

11. Termination. If either party commits a material breach of or default under this Agreement, then the other party may give the breaching party written notice of the breach or default, and that the then current term will terminate if the breach or default is not corrected within 30 days after receipt of notice. If the breaching party fails to correct the specified breach or default within 30 days after receipt of such notice, then the current term will terminate without any further notice or action by the terminating party.

12. General.

- a) *Termination.* Without prejudice to any other rights, NIKISH may terminate this Agreement if the Client does not abide by the terms and conditions contained herein. In such event, the Client must cease use of the Maintenance Services provided under this Agreement.
- b) *Changes to Terms and Conditions.* NIKISH may at any time modify and make changes to the terms and conditions of the Maintenance Services, and each modification or change will apply to the Client starting with the following Renewal Term.
- c) *Transfer.* The Client may not transfer, assign, or sub-license its rights under this Agreement to any third party.
- d) *Governing Law; Jurisdiction.* The laws of the State of Indiana, USA, shall govern this Agreement. The Client irrevocably submits to jurisdiction of the state and federal courts located in Owen County, Indiana with respect to any proceeding under this Agreement or relating to the Maintenance Services. The Client will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement except in such courts.
- e) *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect.
- f) *Time.* No action, regardless of form, arising out of this Agreement may be brought by either party later than one (1) year after the injured party has knowledge of the occurrence which gives rise to the cause of such action or such earlier time as may be prescribed by law.
- g) *Entire Agreement.* This Agreement sets forth the entire agreement of NIKISH and the Client with respect to the Maintenance Services and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral. NIKISH hereby objects to and will not agree to any additional or conflicting terms contained in any of Client's past or future proposals, purchase orders or other communications. No waiver, amendment, modification or supplement of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by all parties to be bound thereby.
- f) *Notices.* Notices required or permitted under this Agreement shall be in writing and sufficient if sent by any method of delivery showing written receipt of delivery by the receiving party and shall be effective upon delivery. Notices shall be given as follows:

Nikish Software Integrated Tax Solution Proposal

If to NIKISH:

Attention: Kishin J Bharwani
Nikish Software Corp
145 Commack Road,
Commack, NY 11725
Telephone: (631) 462-6450
Facsimile: (631) 462-6451

If to Client:

Auditor, Owen County, Indiana
Attn: Ms. Angie Lawson
Telephone: (812) 829-5000
Facsimile:

- g) *No Waiver.* No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by either party. No waiver of any earlier breach of this Agreement will be construed as a waiver of a later breach.

Nikish Software Corp.

By: Kish J. Bharwani
Title: PRESIDENT & CEO
Print Name: KISHIN J BHARWANI
Date: 10/29/2007

CLIENT

By: Wiley Truesdale
Title: PRESIDENT OF BOARD
Print Name: WILEY TRUESDALE
Date: 10-15-07

**EXHIBIT A
MAINTENANCE FEE**

Support / Maintenance

Support Year 1 - Year 3

Support Year 4 - Year 5



22,000.00

24,200.00

TEN

35,000.00

38,500.00



On Going Support and Maintenance Cost Analysis

	Nikish Tax & CAMA	Current Solution
Tax Package		28,936.00
CAMA		16,220.00
Personal Property		5,493.00
Sales Disclosure		Included
Total Annual Costs	35,000.00	50,649.00
Savings (not to mention better service); Assuming Annual Increases from Other Vendor of 7%;		
Year 1	35,000.00	50,649.00
Year 2	35,000.00	54,194.43
Year 3	35,000.00	57,988.04
Year 4	38,500.00	62,047.20
Year 5	38,500.00	66,390.51
Total 5 Year Support & Maintenance	182,000.00	291,269.18

Five years, more than 50% of software is paid for

Appendix B

Pricing Sheet

	Nikish List Pricing	
	Tax Only	Tax & CAMA (Pilot)
Software License Fee. Includes unlimited number of users of Owen County Only. Includes Test and Production instances of the Software. Includes Business Analysis Module.	100,000.00	140,000.00
Tax Module includes fully DLGF Compliant Tax system, including Sales Disclosure Maintenance; CAMA Package Includes Personal Property and CAMA Compliant with DLGF Requirements		
Data Conversion (Prior 3 years of Data);	12,000.00	20,000.00
Training Days @ \$1,000 / Day	12,000.00	18,000.00
Implementation Support	9,000.00	13,500.00
Documentation	1,500.00	2,200.00
Travel & Expense	1,200.00	2,500.00
Total Cost	 135,700.00 	196,200.00